

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1-H
E-Discovery Services



Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No. 1 to Contract Work Authorization Matter No. 1807451 dated April 29, 2019 (the "CWA") issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400011341 dated January 13, 2017 (the "MSA") between the below-named Contractor ("Contractor"), and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name: PricewaterhouseCoopers, LLP

This Change Order consists of 2 pages.

Contractor's Address: 3 Embarcadero Center
San Francisco, CA 94111-4004

Project Name: Camp Fire - Litigation E-Discovery

Job Location: San Francisco and other various locations

CHANGES: The Parties hereby modify the Contract Work Authorization referenced above as follows:

1. The Total Value of the CWA is increased by \$250,000 from \$250,000 to new contract total of \$500,000
2. See attached Statement of Work
3. ALL WORK PERFORMED UNDER THIS CONTRACT IS AT THE DIRECTION OF THE PG&E LAW DEPARTMENT. ACCORDINGLY, ALL COMMUNICATIONS REGARDING THIS WORK ARE INTENDED TO BE PRIVILEGED AND CONFIDENTIAL. ALL RESULTS PERTAINING TO WORK PERFORMED UNDER THIS CONTRACT SHALL BE SUBMITTED TO THE PG&E LAW DEPARTMENT.
4. Your work under this Agreement is subject to the applicable procedures and/or processes approved by the Bankruptcy Court in PG&E's bankruptcy proceeding (Bankruptcy Case No. 19-30088 (DM)) in the United States Bankruptcy Court, Northern District of California, San Francisco Division for the retention of counsel [outside professionals] and those procedures and processes are expressly incorporated herein, as they may be changed from time to time by the Bankruptcy Court.

ATTACHMENTS: The following are attached to this CWA Change Order and incorporated herein by this reference.

PRICING CHANGES:	Previous Total CWA Value:	\$250,000
	Addition or Deduction:	\$250,000
	Revised Total CWA Value:	\$500,000

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS, LLP	
Signature		Signature	
Name	Charles R. Middlekauff	Name	Jane Allen Carlock
Title	Assistant General Counsel	Title	Partner
Date	5/2/2019	Date	5/28/2019



ADMINISTRATION			
PG&E Negotiator	Kelly J. Lack	Contractor Representative	Jane Allen Carlock
Phone	(415) 973-7547	Phone	415-498-5656
Email:	KJLg@pge.com	Email:	jane.allen@us.pwc.com
Accounting Reference	Submit Invoices Electronically via the Collaborati e-billing system. PG&E's Billing Coordinator is GenlCnslLawPaymentProcessingGroup@pge.com.		

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

Amendment to Statement of Work (CWA 1807451) Change Order No. 1
Camp Fire Discovery Support
PricewaterhouseCoopers LLP

This Statement of Work (SOW) outlines Change Order No. 1 to the engagement previously covered by CWA No. 1807451 between Pacific Gas and Electric Company ("PG&E" or "Client") and PricewaterhouseCoopers LLP ("PwC" or "Consultant") to perform the services described below.

The governing Master Services Agreement ("MSA") for this work is MSA #4400011341 executed on January 17, 2017, as amended, and supersedes all other oral and written representations, understandings, or agreements relating to the subject matter hereof.

I. Overview

PG&E's Law Department has requested assistance from PwC to: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

This work will be performed at the direction of PG&E's Law Department, and is subject to the attorney work product privilege.

II. Scope of Services

- The scope of the Services is as follows:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

In addition to the identified work activities for the above Services, PG&E may at times request additional support from Consultant specifically related to forensic acquisition of media (i.e., laptops, smartphone, or other data storage devices). PG&E and PwC will discuss and agree upon the scope of any such additional activities, and the related estimated cost, which will be set forth in a Change Order to this CWA.

The Services do not include the provision of legal advice, and PwC makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state, or any other type of law or regulation. Changes in the law and/or its interpretation may take place before PwC's advice is acted upon or may be retrospective in effect; PwC accepts no responsibility for changes in the law or its interpretation that may

occur after the provision of the Services.

III. Deliverables

- PwC's Deliverables will be limited to documentation related to the forensic data collection/evidence activities described herein, and related PwC branded chain of custody documentation.
- Upon request, PwC may also provide oral advice based on our understanding of similar data collection and evidence gathering efforts and current industry practices. By "advise" or "provide advice," PwC means that it will share its industry experience, subject-matter knowledge and/or knowledge of current industry practices for Client's consideration in addressing Client's objectives and/or PwC will provide subject-matter advice in response to queries from Client management or based upon observations of Client's efforts.

IV. Anticipated Timeframe

- Consultant shall commence performance of the Services in coordination with and after obtaining authorization from PG&E. The Services are estimated to begin during the week of January 1, 2019, and currently estimated to be completed on March 31, 2019.
- Change Order No.1, which accounts for continued Camp Fire Device Collection support is intended to cover work through June 30, 2019.
- Actual weekly staff resources may fluctuate to address Client's requests. The PG&E supervisor will coordinate with PwC to determine increases or decreases in actual PwC staff needs on a weekly basis.

V. Key Assumptions

- The Services will be performed at the direction of PG&E's Law Department.
- PG&E and/or the PG&E Law Department will provide necessary and required access to all target devices.
- PG&E will determine and identify the actual data collection site locations.
- Any additional requests for assistance beyond the scope of Services described herein will be discussed and confirmed with PG&E's Law Department, and is not included in the cost and time estimates set forth in this CWA.
- Any Target devices not available during the scheduled on-site collection times may not be imaged by PwC.
- PwC will not conduct any filtering or further processing of the forensic data/evidence collected unless specifically requested by PG&E's Law Department.
- PwC forensic staff will receive devices for the forensic data collection activities on a timely basis while onsite at the defined locations. Depending on the timing, amount of required time, and any restrictions related to the forensic data collection activities and the return of the related devices, the PwC team may charge Client for idle time to the extent that PwC is unable to perform other Services under this CWA during such periods of idle time. The Services described in this CWA will not be performed for devices that are not made available to PwC during the defined/scheduled times.
- Site locations that are more than 1 hour's driving time from San Francisco will result in PwC charging for travel expenses, which will be invoiced to Client in accordance with the MSA terms.
- PwC will take direction from PG&E and/or the PG&E Law Department regarding data retention requirements. PwC will also delete any copies of the data collected and within our possession upon written request from PG&E.

VI. Team/Resource Description

The key Consultant team members and roles are described below:

- Principals Jane Allen and Sarah Nolton shall: (i) provide PwC project oversight and guidance, (ii) coordinate staffing such that the required Consultant resources are available, (iii) provide quality control oversight and analysis, and (iv) provide strategic advice and high-level recommendations as it relates to the forensic collection effort to PG&E, as requested.
- Amol Deshpande, Director, is the key point person for PG&E and PG&E Law Department personnel with regard to the Services performed under this CWA
- Consultant shall provide additional team members with the necessary forensic data acquisition skills - primarily at the Senior Associate and Manager level resources who will perform the Services and provide the Deliverables in accordance with the specifications set forth in this CWA.

VII. Professional Fees and Expenses

PwC's fees are based on estimates of the time to be incurred under this CWA, which will be charged to Client on a time and materials basis, as required.

PwC's fee estimate is subject to change due to a number of project factors, including: (i) potential changes to the specific PG&E custodian/employee schedules who will provide such devices to PwC, (ii) uncertainties related to the types of devices that will be analyzed, including the models and storage capacity of the devices, and (iii) other unforeseen technical challenges that are typically experienced when performing similar activities.

PwC will provide a weekly updates regarding the approximate costs incurred to date. The total number of devices is unknown at this time, and represents one of several factors that will impact the amount of time required to complete the Services. PwC currently estimates a not-to-exceed amount of \$250,000 for the collection of data related to 175 devices, excluding expenses. If PwC approaches this not-to-exceed amount it will discuss with, and obtain prior approval from, PG&E's Law Department before performing Services and incurring fees in excess of this not-to-exceed fee amount.

Grade	Rates (USD)
Partner/Principal	\$499
Director	\$404
Manager	\$329
Senior Associate	\$267
Associate	\$172

VIII. Other Items

- The parties hereby agree that PwC may subcontract the Services to its wholly-owned subsidiary, PricewaterhouseCoopers Advisory Services LLC.
- PwC's Materials and PwC's fees and fee structure are PwC's Confidential Information.

- PG&E shall indemnify and hold PwC harmless from and against any and all third party claims, losses, liabilities and damages arising from or relating to the Services or Deliverables under this CWA, except to the extent finally determined to have resulted from PwC's gross negligence or intentional misconduct relating to such Services and/or Deliverables.
- If PwC is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers or personnel for testimony or interview with respect to services PwC performed for PG&E, PG&E will reimburse PwC for PwC's and its counsels' expenses and professional time incurred in responding to such a request.
- PwC understands that PG&E seeks to have the attorney work product doctrine, attorney-client or other privilege apply to some or all of the Services and Deliverables. PG&E and its Law Department are solely responsible for determining whether or not the attorney work product doctrine, attorney-client or other privilege may apply and for managing the establishment and maintenance of any such privilege or protection. PwC makes no representation as to whether the attorney work product doctrine or the attorney-client privilege will apply, as the applicability of the doctrine and privilege are legal questions. However, PwC agrees to assist PG&E and its Law Department in preserving the confidentiality of the information received or provided in connection with the Services contemplated herein in a manner consistent with preserving an attorney-client privilege.
- Client will be solely responsible for any and all communications required with Client's federal and state regulators and/or independent monitor(s) relating to these Services and Deliverables. PwC is not being engaged to interact or meet with third parties, including but not limited to Client's regulators and/or independent monitor(s).

EXHIBIT B

Electronic Billing System. PG&E utilizes an electronic billing system. You agree to abide by the terms of use for such system. PG&E will only accept your invoices in electronic format, any mailed invoice will be returned unpaid.

One Matter Per Statement. Unless otherwise directed by PG&E, you must bill separately for each case or matter assigned to you. Statements must be sent electronically on a monthly basis. Statements must be sent within thirty (30) days after the close of the month in which the services were rendered. Invoices will be paid within thirty (30) days of receipt.

Invoice Requirements. In order to process your statements, PG&E requires that every monthly statement transmitted via Collaborati adhere to standard LEDES invoice requirements, including:

- The case or matter name and PG&E's matter number;
- The calendar month covered by the statement (each month of service must be separately submitted);
- Name and job title (e.g., paralegal) of each timekeeper on each date work is done;
- Time must be billed in increments required by Collaborati, for each date work is done;
- Written description of work done on each date together with the corresponding ABA/ACCA task-based billing codes sometimes known as the UTBMS (Uniform Task Based Management System) codes;
- Hourly rates for each timekeeper;
- Disbursements; and
- Total amount billed.



PG&E Billing & Expense Codes

Please utilize the following Codes for all invoicing.

Bankruptcy Code Set:

- B110 Case Administration
- B120 Asset Analysis and Recovery
- B130 Asset Disposition
- B140 Relief from Stay/Adequate Protection
- B150 Meetings of and Communications with Creditors
- B160 Fee/Employment Applications
- B170 Fee/Employment Objections
- B180 Avoidance Action Analysis
- B185 Assumption/Rejection of Leases and Contracts
- B190 Other Contested Matters
- B195 Non-Working Travel
- B210 Business Operations
- B220 Employee Benefits/Pensions
- B230 Financing/Cash Collections
- B240 Tax Issues
- B250 Real Estate
- B260 Board of Directors Matters
- B310 Claims Administration and Objections
- B320 Plan and Disclosure Statement
- B410 General Bankruptcy Advice/Opinions
- B420 Restructurings

Counseling Code Set:

- C100 Fact Gathering
- C200 Researching Law
- C310 Client Counsel - Agreements
- C311 Client Counsel - Company Policy
- C312 Client Counsel - Stat/Reg/Judicial



C320 Infringement/Validity/Survey Studies

C330 Tort Reform/Lobbying/Govt Affairs

C340 Situation Management

C341 Business Disputes

C350 Contract/Form Development

C360 Legal Awareness Training

C361 Policy/Program Development

Project Code Set:

P100 Project Administration

P210 Corporate Review

P220 Tax

P230 Environmental

P240 Real and Personal Property

P250 Employee/Labor

P260 Intellectual Property

P270 Regulatory Reviews

P280 Other

P300 Structure/Strategy/Analysis

P400 Initial Document Preparation/Filing

P500 Negotiation/Revision/Responses

P600 Completion/Closing

P700 Post-Completion/Post-Closing

P800 Maintenance and Renewal

Litigation Code Set:

L110 Fact Investigation/Development

L120 Analysis/Strategy

L130 Experts/Consultants

L143 Discovery – Identification and Preservation

L160 Settlement/Non-Binding ADR

L200 Pre-Trial Pleadings and Motions

- Pleadings
- Preliminary Injunctions/Provisional Remedies
- Court Mandated Conferences



- Dispositive Motions other than those listed below
- Other Written Motions and Submissions
- Class Action Certification and Notice

L241 Motion to Dismiss: Preemption

L242 Motion to Dismiss: Lack of Subject Matter Jurisdiction

L243 Motion for Summary Judgment: Kongros

L244 Motion for Summary Judgment: Causation

L245 Motion for Summary Judgment: Employment

L246 Motion for Summary Judgment: Recreational Use Immunity

L310 Written Discovery

- Drafting discovery requests
- Drafting written responses, including objections, to discovery requests
- Meeting and conferring with opposing parties
- Drafting Electronically Stored Information (ESI) protocols, clawback agreements, and protective orders
- Drafting mandatory written disclosures under FRCP 26

L330 Depositions

- Determining deponents, timing and sequences of depositions
- Preparing deposition notices and subpoenas
- Communicating with opposing parties regarding depositions
- Planning for and preparing to take depositions
- Preparing witnesses for deposition
- Drafting deposition summaries

L350 Discovery Motions

- Developing, drafting, responding to, and arguing all discovery motions, including motions for protective orders and motions to quash

L400 Trial Preparation and Trial

- Fact Witnesses
- Written Motions and Submissions
- Other Trial Preparation and Support
- Trial and Hearing Attendance
- Post-Trial Motions and Submissions
- Enforcement

L500 Appeal

- Appellate Motions and Submissions
- Appellate Briefs
- Oral Argument

L600 Identification

- Identifying potentially relevant information, where it is stored, and key players



- Interviewing custodians and analyzing responses

L610 Preservation

- Developing and executing a preservation strategy and plan
- Drafting and responding to preservation related communications, including legal holds and preservation demand letters
- Overseeing quality assurance and control of preservation activities

L620 Collection

- Developing collection strategy and plan
- Collecting potentially relevant information, including paper files, tangible items and electronically stored information
- Overseeing quality assurance and control of collection activities

L630 Processing

- Developing a processing strategy and plan
- Staging, preparing, and processing electronically stored information, or working with a vendor on the same activities
- Analyzing and developing culling criteria, including date filters and key words
- Performing early case assessments
- Training a predictive coding system
- Overseeing quality assurance and control of processing activities

L650 Review

- Developing a review strategy and plan
- Preparing a review platform
- Drafting review protocols
- Training reviewers
- Overseeing quality assurance and control of review activities

L653 First Pass Document Review

- Performing first pass document review such as determining relevancy, issue coding, tagging, and initial privileged determinations

L654 Second Pass Document Review

- Performing second pass quality control of data and documents coded for relevancy, issue codes, tagging, and initial privileged determinations during first pass review

L655 Privilege Review

- Performing final privilege review
- Preparing privilege logs

L656 Redaction

- Developing and implementing a redaction protocol
- Performing redactions

L670 Production

- Preparing document productions



- Overseeing quality assurance and control of production activities

L671 Conversion of ESI to Production

- Oversight of activities related to the TIFFing, bates stamping, endorsing, preparation of load files and deliverables to be provided as part of the production

L680 Presentation

- Preparing and displaying electronically stored information before audiences (at depositions, hearings, trials, etc.)

L800 Experts/Consultants

- Experts/Consultants
- Expert Discovery
- Expert Preparation for Trial

L900 Settlement Process

- Attendance at Mediations or other ADR conferences
- Preparations for these conferences
- Oral and written communications related to these conferences

Expense Codes:

E102 Outside printing

E107 Delivery services/messengers

E109 Local travel

E110 Out-of-town travel

E111 Meals

E112 Court fees

E113 Subpoena fees

E114 Witness fees

E115 Deposition transcripts

E116 Trial transcripts

E117 Trial exhibits

E118 Litigation support vendors

E119 Experts

E121 Arbitrators/mediators

E125 WMBE Sub-Contractor

E126 WMBE Administration Costs